

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Ruder Finn, Inc. 301 E. 57th St., New York, NY 10022	2. Registration No. 1481
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3. Name of foreign principal Gilat Satellite Networks, Ltd.	4. Principal address of foreign principal 24a Habarzel St. Tel Aviv 69710 Israel
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Gilat designs, develops, manufactures, markets and supports very small aperture terminal (VSAT) satellite earth stations, hub equipment and related software products.

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b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is an organization owned and controlled by
Gilat Satellite Networks, Ltd.

Date of Exhibit A 10/12/93	Name and Title Robert D. Ferris	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Ruder Finn	Gilat Satellite Networks, Ltd.

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any.

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- Describe fully the nature and method of performance of the above indicated agreement or understanding.

Financial public relations counsel and services in terms of general business and trade publicity and corporate communications with investors.


5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Financial public relations counsel and services in terms of general business and trade publicity and corporate communications with investors.

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6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
12 October 1993	Robert D. Ferris	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT

1. Gilat Satellite Networks, Ltd. (Gilat) has retained Ruder Finn, Inc. as its public relations counsel effective May 1, 1993.
2. Public relations services to be provided by Ruder Finn, Inc. include counseling, creating, planning and working in respect of Gilat's external communications program in the United States; representing Gilat to the public as its agent, and reporting on progress and achievements in a manner to be mutually agreed upon. More specifically, Ruder Finn will handle the editing and distribution of material corporate/financial disclosures of Gilat in the U.S.; it will provide editorial assistance and guidance with respect to Gilat's annual and interim reports to shareholders; it will maintain a mailing list for Gilat of U.S. investors and investment influentials; it will, from time to time, arrange for and handle logistics of U.S. information meetings between Gilat and U.S. investors and investment influentials referred to above; it will be a U.S. information contact for Gilat in respect of inquiries from the financial community and the media; and it will act as a general consultancy to Gilat on matters relating to external communications and investor relations.
3. Ruder Finn, Inc. will be paid for its services on the basis of U.S.\$2,500 per month for the work of staff members assigned to the account.
4. Out-of-pocket disbursements for, on behalf of, or for the benefit of Gilat will be billed at the end of each month. Production expenses, such as press kits, releases and mailings, photos and prints, artwork, printing, etc., will be billed at a 20% mark-up. We may bill you in advance for major out-of-pocket expenses.

In the event Gilat questions the validity of a charge, payment for only that portion under question may be delayed without a finance charge, provided Gilat expresses its objection in writing within twenty (20) days of the date of the invoice.

Ruder Finn, Inc. will maintain accurate records of all out-of-pocket expenditures made on behalf of Gilat. Ruder Finn, Inc. will be prepared to supply, during normal business hours and at reasonable intervals, supporting documentation required by Gilat with the exception of the following: travel and miscellaneous expenses under \$25.00, postage, photocopy, telecopy, telephone and messenger service.

5. If, as an agent, Ruder Finn, Inc. places paid media advertising for Gilat (at Gilat's direction), media and production costs must be paid to Ruder Finn, Inc. by Gilat in advance, and these shall be commissionable to the agency.
6. Gilat agrees to deposit with Ruder Finn, Inc. \$2,500 to be used as a revolving credit against which out-of-pocket disbursements may be paid.

Gilat agrees to reimburse this fund each month in the amount of such out-of-pocket charges. Ruder Finn, Inc. agrees to refund promptly any unused balance remaining therein at the completion of this agreement or extension thereof.

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7. A finance charge of 1.5% per month will be assessed on outstanding balances over 30 days.
8. Services rendered by any office, subsidiary or affiliate other than Ruder Finn (New York) will require a separate budget agreement. The cost of such services may be billed, as Gilat prefers, as part of the Ruder Finn, Inc. monthly invoice or as a separate subsidiary invoice.
9. Gilat agrees to and hereby does indemnify Ruder Finn, Inc. against any damages, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved by Gilat, and hereby expressly holds Ruder Finn, Inc. harmless from any such damages, costs and expenses.

Gilat acknowledges that it has read this agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

10. Ruder Finn, Inc. agrees to exercise due care to prevent disclosure of Gilat's proprietary information to any third party, except as this might be authorized by Gilat. Further, internal dissemination within Ruder Finn of Gilat's proprietary information shall be limited to those employees whose duties justify their need to know such information, and then only with a clear understanding by these employees of their obligation to maintain the proprietary status of such information.
11. This agreement can be canceled by either party on 60 days advance notice in writing.

Accepted by: *Yoram Leilovitch*
Gilat Satellite Networks, Inc.

Date: 11/4 9 1993

Accepted by: *ASB DRC*
For Ruder Finn Inc.

Date: 4/27/93